



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

Pat
BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

November 17, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**MEDICAL RESIDENCY/FELLOWSHIP AGREEMENT WITH THE UNITED
STATES AIR FORCE AT THE LAC+USC HEALTHCARE NETWORK
(1st District) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign the attached Medical Residency/Fellowship Agreement (Exhibit I) between the United States Air Force and the County of Los Angeles, to allow an Air Force Medical Officer displaced by Hurricane Katrina to complete his General Surgery residency training at the LAC+USC Healthcare Network under the direct supervision of County physicians with no exchange of money between the parties, effective January 1, 2006 through December 31, 2009.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

The purpose of the recommended action is to allow the Air Force Medical Officer specifically identified in the recommended Agreement, who was displaced from his training at Keesler Medical Center in Biloxi, Mississippi by Hurricane Katrina, to complete his General Surgery residency training at the LAC+USC Healthcare Network (LAC+USC) under the direct supervision and instruction of Los Angeles County (County) physicians at no cost to the County.

FISCAL IMPACT/FINANCING:

There is no net County Cost. No additional financing is required.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

For a number of years, the County has entered into affiliation agreements with a variety of educational institutions. The agreements are intended to allow the students to obtain observational and practical clinical experience in County facilities. The County benefits from receiving the assistance of additional personnel in the provision of patient care at no cost to the County. The County has entered into similar agreements with the U. S. Departments of the Navy, Army, and Air Force involving training in different medical fields and at different County medical facilities.

The term of the recommended Agreement is effective January 1, 2006 through December 31, 2009. The Agreement can be terminated by either party upon 30 days prior written notice by either party. The Chief Executive Officer at LAC+USC is accountable and responsible for oversight of the contract services.

The recommended Agreement will benefit the County by permitting the Air Force Medical Officer to assist in providing patient care to County patients under County supervision. The Medical Officer will benefit from receiving the enhanced training available to him in the medical field of General Surgery at LAC+USC.

The Air Force Medical Officer will train at LAC+USC under the authority of lawful orders issued by the Air Force. County physicians will be responsible for the instruction and supervision of the Air Force Medical Officer during his training experience. While at LAC+USC, the Medical Officer will adhere to all applicable County rules and regulations and will be provided with appropriate information regarding the County's Risk Management Program.

The Medical Officer assigned to LAC+USC will be prohibited from receiving any payment other than his military pay and allowances. LAC+USC will provide reasonable classroom, conference room, office, and sleeping and bathroom facilities during the training periods.

Under the provisions of the Federal Tort Claims Act, the Federal Government is liable for any negligent or wrongful acts or omissions of Air Force employees committed while acting within the scope of their duties. The County has committed, however, to providing County indemnification and defense coverage to the Federal Government for any trainee medical malpractice. The liability provisions of the agreement have been approved by the Chief Administrative Office, Risk Management Operations.

The United States Air Force requested the Agreement using their Agreement format, and therefore, the Agreement does not include the usual County provisions.

Attachment A provides additional information.

County Counsel has approved the Agreement as to use and form.

CONTRACTING PROCESS:

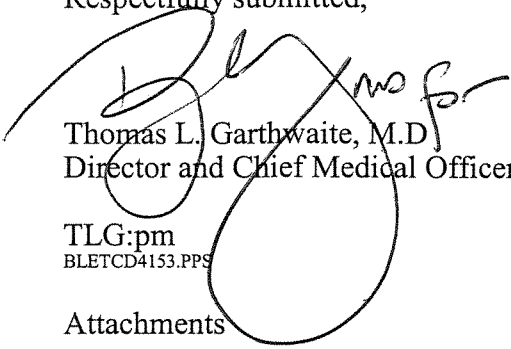
It is not appropriate to solicit a resident rotation agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

LAC+USC will benefit by having its medical staff augmented by the Air Force Medical Officer.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:pm
BLETC4153.PPS

Attachments

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisor

SUMMARY OF AGREEMENT

1. **TYPE OF SERVICE:**

Medical Residency Training.

2. **AGENCY ADDRESSES AND CONTACT PERSONS:**

Lt. Col. James H. Ware, Chief
Healthcare Education Division
AFIT, Civilian Institutional Programs,
AFIT/ENEM
Bldg. 16 Room 120
2275 D Street,
WPAFB, OH 45433-7221
Telephone: 1-800-543-3490, ext. 3027

3. **TERM:**

The term of the Agreement will become effective January 1, 2006, and shall remain in effect until December 31, 2009, or upon a 30 day prior written notice to the other party.

4. **FINANCIAL INFORMATION:**

There is no cost to the County.

5. **ACCOUNTABLE FOR MONITORING AND EVALUATION:**

Pete Delgado, Chief Executive Officer
LAC+USC Healthcare Network

6. **APPROVALS:**

Clinical Affairs and Affiliations: Bruce Chernof, M.D., Senior Medical Director

Finance: Gary W. Wells, Director

Contracts and Grants Division: Cara O'Neill, Chief

County Counsel : Elizabeth Friedman, Senior Deputy County Counsel

EXHIBIT I

MEDICAL RESIDENCY/FELLOWSHIP AGREEMENT

1. It is understood that Sean P. Martin, M.D., will take residency training at Los Angeles County + University of Southern California Healthcare Network in General Surgery concurrently with his official Air Force duties from January 1, 2006 to December 31, 2009.
2. It is understood that the training he will receive at this institution will be at no expense to the Government with the exception of the pay and allowances to which the trainee is entitled as a commissioned officer in the United States Air Force. It is also understood that the resident is prohibited from receiving a salary from the institution for his services as a resident. This does not preclude the institution from providing benefits other than salary that are incidental to the education/training. It is further understood that attendance at professional meetings or courses, required by the institution, and supplies and equipment, normally required as a part of his residency, will be at no expense to the Government unless it is the normal policy at the institution that all residents in the same or similar training programs are individually responsible for financing such costs.
3. The institution agrees that the resident is an Air Force Officer training under authority of lawful orders issued by the Air Force. Accordingly, while performing such training, the resident is acting within the scope of his employment with the Air Force under Federal law. The provisions of 28 United States Code, section 2679, will immunize the resident from individual tort liability. It is understood that the United States will protect the liability of the resident only, and the United States may, in its representation of the resident, assert any defense available under State and Federal law. Although the resident is an Air Force Officer, for the purposes of liability the resident is a postgraduate physician of the institution. This is because the resident will be performing duties under the exclusive control and for the primary benefit of the institution.

4. The institution agrees not to seek indemnification from the United States, the Air Force or the resident for any settlement, verdict or judgment resulting from any claim or lawsuit arising out of the performance of the resident's professional duties in accordance with the terms of this agreement. To the extent lawfully permitted, the institution further agrees to furnish to the Air Force any and all documentation the Air Force considers necessary for the resolution of any claims or lawsuits against the United States arising from residency as well as the evaluation of resident's professional qualifications.

5. The right is reserved for either party hereto to terminate this training agreement at any time by serving notice on the other party thirty days in advance of such action.

UNITED STATES OF AMERICA
AFIT/CIM

(Date Signed)

JAMES H. WARE, Lt Col, USAF, MSC, CHE
Assoc Dean/Chief, Health Care Ed Div
Civilian Institution Programs
Air Force Institute of Technology

(Date Signed)

(Name/Address/Phone of Institution)

(Typed Name & Title)

(Signature)